

THE TENNESSEE REGULATORY AUTHORITY
AT NASHVILLE, TENNESSEE

May 18, 2004

IN RE:)	
)	DOCKET NO.
PROFESSIONAL SCHOOL OF REAL ESTATE, INC.)	04-00066

ORDER APPROVING SETTLEMENT AGREEMENT

This matter came before Chairman Deborah Taylor Tate, Director Pat Miller and Director Ron Jones of the Tennessee Regulatory Authority (the "Authority" or "TRA"), the voting panel assigned to this docket, at a regularly scheduled Authority Conference held on April 12, 2004, for consideration of a proposed Settlement Agreement between the Consumer Services Division of the TRA (the "CSD") and Professional School of Real Estate, Inc. ("the Company") related to alleged violations of the Tennessee Do-Not-Fax Law, Tenn. Code Ann. § 65-4-501 *et seq.* The proposed Settlement Agreement is attached hereto as Exhibit A.

Tenn. Code Ann. § 65-4-502(c) prohibits a person from knowingly transmitting or causing another person to transmit an unsolicited facsimile advertisement after receiving notification of the recipient's request not to receive any further unsolicited facsimile advertisements. Tenn. Code Ann. § 65-4-504(a) authorizes the TRA to assess penalties for violations of Tennessee's Do-Not-Fax Law, including the issuance of a cease and desist order and/or the imposition of a civil penalty of up to a maximum of \$2,000 for each violation.

The CSD's investigation of the Company began on August 28, 2003, following receipt of a complaint alleging a violation of Tenn. Code Ann. § 65-4-501 *et seq.* The CSD immediately

notified the Company of the alleged violation and received a second complaint about the Company from the same complainant on February 3, 2004. For these two alleged violations, the Company faced a maximum penalty in the amount of \$4,000. Ultimately, the CSD and the Company agreed to a penalty in the amount of \$2,000 in remediation of these statutory violations. The CSD represented that this penalty advances a fair and reasonable resolution of the staff investigation.

The April 12, 2004 Authority Conference

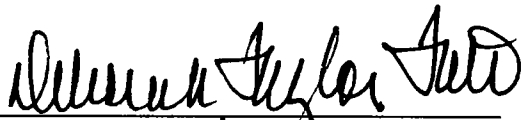
At the April 12, 2004 Authority Conference, Mr. Tim Jones, Esq. participated telephonically on behalf of the Company and affirmed the Company's consent to the terms of the Settlement Agreement. Dr. Eddie Roberson, Chief of the CSD, summarized the Agreement and mentioned that the Settlement Agreement is the very first addressing violations of Tennessee's Do Not Fax Law. After alerting the Company to recently enacted modifications to Tennessee's Do Not Fax Law, the Directors voted unanimously to approve the Settlement Agreement.

IT IS THEREFORE ORDERED THAT:

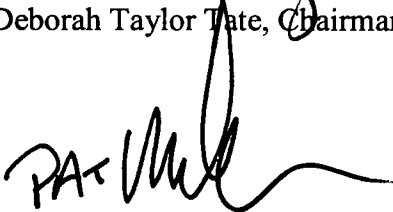
1. The Settlement Agreement, attached hereto as Exhibit A, is accepted and approved and is incorporated into this Order as if fully rewritten herein.
2. The Company agrees to pay \$2,000 in settlement of these complaints, to be remitted to the Office of the Chairman of the TRA no later than thirty days following approval of the Settlement Agreement by the TRA Directors.¹
3. Upon payment of the amount of \$2,000 and compliance with the terms of the Settlement Agreement attached hereto, the Company is excused from further proceedings in this

¹ The payment may be made in the form of a check, payable to the Tennessee Regulatory Authority, referencing TRA Docket No 04-00066


matter, provided that, in the event of any failure on the part of the Company to comply with the terms and conditions of the Settlement Agreement, the TRA reserves the right to re-open this Docket.



Deborah Taylor Tate, Chairman



Pat Miller, Director



Ron Jones, Director

BEFORE THE TENNESSEE REGULATORY AUTHORITY

NASHVILLE, TENNESSEE

IN RE:

**ALLEGED VIOLATIONS OF TENN. CODE ANN.
§ 65-4-501 *et seq.***

PROFESSIONAL SCHOOL OF REAL ESTATE, INC.

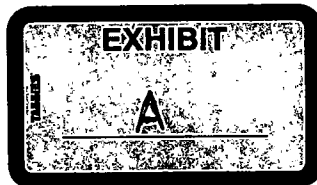
**DOCKET NO.
04-00066**

**Consumer Services Division
File No. F03-0066
F04-0035**

SETTLEMENT AGREEMENT

This Settlement Agreement has been entered into between the Consumer Services Division ("CSD") of the Tennessee Regulatory Authority ("TRA") and the Professional School of Real Estate, Inc. ("the Company"). This Settlement Agreement pertains to two complaints received by the CSD alleging violations of Tenn. Code Ann. § 65-4-501 *et seq.* ("Do-Not-Fax Law"). This Settlement Agreement is subject to the approval of the Directors of the TRA.

On August 27, 2003, the CSD received a complaint alleging the receipt of an unsolicited facsimile advertisement from the Company on August 22, 2003, following notification by the complainant on two separate occasions to cease transmitting unsolicited facsimile advertisements. Immediately thereafter, the CSD began an investigation of the Company and provided the Company a notice of this complaint on August 28, 2003. The CSD received a second complaint from the same complainant on February 3, 2004 alleging receipt of another



unsolicited facsimile advertisement from the Company on January 26, 2004. The CSD provided the Company with notice of this second complaint on February 3, 2004.

Tenn. Code Ann. § 65-4-502(c) prohibits persons from knowingly transmitting or causing another person to transmit an unsolicited facsimile advertisement after receiving notification of the recipient's request not to receive any further unsolicited facsimile advertisements. Tenn. Code Ann. § 65-4-504(a) authorizes the TRA to assess penalties for violations of Tennessee's Do-Not-Fax Law, including the issuance of a cease and desist order and/or the imposition of a civil penalty of up to a maximum of \$2,000 for each violation. Accordingly, the Company faces a maximum penalty in this proceeding of \$4,000, stemming from these two complaints.

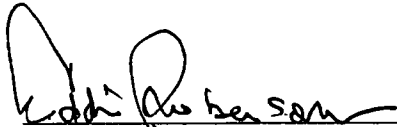
In negotiating this Settlement Agreement, CSD relied upon the factors stated in Tenn. Code Ann. § 65-4-116(b), including the Company's size, financial status, good faith, and the gravity of the violation. The Company is located in Knoxville, Tennessee and employs two individuals. After receiving notice of the two complaints referenced above, the Company contacted the CSD and expressed an interest in resolving these alleged violations, as well as any additional complaints, whether known or unknown by the CSD prior to the execution of this Settlement Agreement. To this end, the CSD and the Company have agreed to settle this matter based upon the following acknowledgements and terms, subject to approval by the Directors of the TRA:

1. The Company neither admits nor denies that the two complaints against it are true and valid complaints.
2. After receiving notice of the complaints, the Company contacted the CSD and expressed an interest in resolving this matter.

3. The Company agrees to pay \$2,000 in settlement of these complaints, to be remitted to the Office of the Chairman of the TRA no later than thirty days following approval of the Settlement Agreement by the TRA Directors.¹
4. Upon completion of the terms and conditions of this Settlement Agreement, the Company is excused from further proceedings in this matter.
5. The Company agrees to comply with all provisions of Tennessee's Do-Not-Fax Law, Tenn. Code Ann. § 65-4-501 *et seq.*
6. A representative of the Company will participate either in person or telephonically in the Authority Conference during which the Directors will consider this Settlement Agreement.
7. In the event that the Company fails to comply with the terms and conditions of this Settlement Agreement, the TRA reserves the right to re-open this docket. The Company shall pay any and all costs incurred in enforcing the Settlement Agreement.
8. Any violation by the Company of Tennessee's Do-Not-Fax Law not accounted for in this Settlement Agreement will be treated separately and will not be cause to re-open this Docket.
9. If any clause, provision or section of this Settlement Agreement is held to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Settlement Agreement, and this Settlement Agreement shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

¹ The payment may be made in the form of a check, payable to the Tennessee Regulatory Authority, referencing TRA Docket No 04-00066

10. This Settlement Agreement represents the entire agreement between the Parties, and there are no representations, agreements, arrangements or understandings, oral or written, between the Parties relating to the subject matter of this Settlement Agreement which are not fully expressed herein or attached hereto.


Eddie Roberson
Chief, Consumer Services Division
Tennessee Regulatory Authority

3-22-04
Date


Signature

Brian Sullivan
Print Name

General Manager
Print Title

Professional School of Real Estate, Inc.

3-17-04
Date